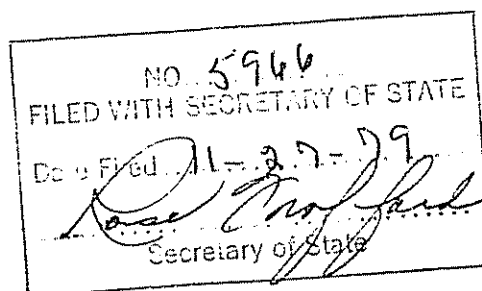


MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PRESCOTT, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;



WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

US 89 and Goodwin Street
US 89 (Montezuma Street) and Gurley Street
US 89 and Willis Street
US 89 (Sheldon Street) and Gurley Street

NOW, THEREFORE, in consideration of the mutual covenants herein-
after to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.
5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to

the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of October, 1979, but in no event prior to its being filed with the Secretary of State.



11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF PRESCOTT

By: 
Title: 

ATTEST:


City Clerk

September 27, 1979

Office of the Secretary of State
State of Arizona
1700 West Washington
7th Floor
Phoenix, Arizona 85007

Re: Maintenance Agreement


Dear Sirs:

This is to confirm that as City Attorney of the City of Prescott, Arizona, I have reviewed the above-referenced Agreement between the City of Prescott and the State of Arizona and have determined that the Agreement is in proper form and within the powers and authority granted to the City of Prescott by the Statutes of the State of Arizona and by the Charter of the City of Prescott.


Peter Van Haren, City Attorney

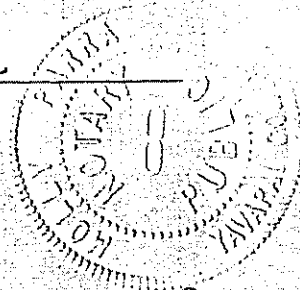
STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this 27th
day of September, 1979, by Peter Van Haren, City Attorney.


Notary Public

My Commission Expires:

8-8-82



CITY OF PRESCOTT

P.O. BOX 2059, PRESCOTT, ARIZONA, 86302



RESOLUTION NO. 1582

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE STATE OF ARIZONA PURSUANT TO ARIZONA REVISED STATUTES AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS DEEMED NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the State of Arizona is empowered by Arizona Revised Statutes, Section 28-108 to enter into an Agreement; and

WHEREAS, the City of Prescott is empowered by Arizona Revised Statutes, Section 9-672 to enter into an Agreement; and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the City of Prescott. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

US 89 and Goodwin Street
US 89 (Montezuma Street) and Gurley Street
US 89 and Willis Street
US 89 (Sheldon Street) and Gurley Street; and

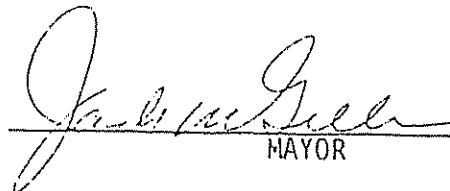
WHEREAS, the State of Arizona Department of Transportation shall be responsible for all maintenance of these facilities and the City of Prescott shall only be responsible for energy charges.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

THAT, the execution of the Maintenance Intergovernmental Agreement between the State of Arizona and the City of Prescott is hereby authorized; and

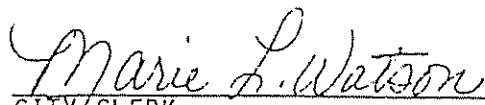
THAT, the Mayor and Staff is hereby authorized to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 8th day of OCTOBER, 1979.


MAYOR

ATTEST:

APPROVED AS TO FORM:


CITY CLERK


CITY ATTORNEY

EXHIBIT "C"

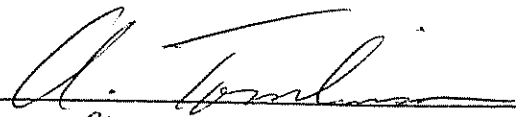
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PRESCOTT consummated on November 27, 1979 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF PRESCOTT

By: 
Title: City Manager

ATTEST:


City Clerk

Date Signed: November 1, 1979